



Meeting: **Reservoir Committee & Authority Board**
Agenda Item 3.1

April 17, 2026

Subject: **Consideration of Construction Workforce Policy Changes**

Requested Action:

Review and comment on possible revisions to the Sites Project Authority Construction Workforce Policy to:

1. Contractor approach for alternative project delivery Project Labor Agreements (PLA) to strengthen labor harmony and workforce stability with union labor based on lessons learned from the Reservoir CMAR procurement.
2. Add Solano County within the Local Area definition.
3. Implement local hauling as non-covered work as reflected in the Reservoir PLA.

Background and Overview:

On January 16, 2026, the Sites Reservoir Committee and Authority Board approved award of the Reservoir Package CMAR contract to Barnard Construction Company (Barnard), and the contract was executed on January 27, 2026. As part of the Board action, staff was directed to confirm that a PLA meeting all requirements of the Sites Authority's Construction Workforce Policy (CWP) would be negotiated expeditiously and to provide progress updates.

Since award, Barnard has been engaged in Project Labor Agreement (Reservoir PLA) discussions with the State Building Trades Council (SBTC), the Mid-Valley Building and Construction Trades Council (MVBCTC), and affiliated participating craft councils and unions. Barnard has also made several attempts to engage with the North Coast States Carpenters Union (NCSCU), formerly the Northern California Carpenters Union) on the PLA and drafts have been shared with them. Staff and legal counsel have reviewed the Reservoir PLA (Attachment A) for consistency with the CWP and has determined the agreement is substantially compliant with the CWP. The Reservoir PLA was executed on Mar 20, 2026, and is being routed for MVBCTC affiliate signatures. The NCSCU and the Laborers have not yet signed and Barnard has confirmed that their ability to sign remains open to them.

The Reservoir CMAR procurement and Reservoir PLA development exposed aspects of the labor environment that were not evident previously. Given that

the upcoming Conveyance CMAR procurement is going to be a similar process, there are areas of the adopted CWP that should be considered for modification to better align the adopted CWP and how the Sites Authority needs to proceed with achieving labor harmony and workforce stability with union labor on alternative project delivery contracts. These areas include considering an updated approach for developing PLAs, the inclusion of Solano County in the local area definition, and clarifications around local hauling.

1. Proposed Revised Approach to Developing PLAs Based on Lessons Learned

The selection of the Reservoir CMAR has exposed inter-union matters not previously taken into account in the PLA approach described in the CWP. Also, the Reservoir PLA has established an approach that conforms to the Board's direction described in the CWP. Staff would like to receive Board direction on possible CWP changes to incorporate insights gained in regard to labor stability approach before initiating the next procurement of the CMAR for the Conveyance Package. The following provides a summary of Staff's insights and two options for modifying the approach to how PLAs are developed that could be implemented going forward, taking into account past experience. Staff feels it would be beneficial to receive board feedback on these or any other options before coming back next month with a finalized approach for board action on CWP changes.

Through the Conveyance Package procurement, the Authority expects to receive input from potential CMARs, labor representatives, and the construction industry. This feedback, combined with insight gained from the Reservoir CMAR procurement, may necessitate future discussions with the Board about this ever-evolving issue. The two-part procurement process that will be implemented for the Conveyance CMAR will provide flexibility and opportunity to incorporate this feedback. It is the Authority's goal to remain flexible on its approach to PLAs to ensure compliance with the CWP and to facilitate continual labor harmony and workforce stability on the project while delivering on Project Area and Local Area hiring goals.

There are existing inter-union conflicts, existing agreements, and other matters unrelated to the Sites Project that impacted negotiation of the Reservoir PLA that should be considered in future alternate project delivery procurements. The Sites Authority has not and should not intervene in these matters. Instead, the Sites Authority needs to stay focused on:

- Maintaining full compliance with the special legislation authorizing Sites to use alternative delivery methods.
- Requiring contractors to comply with the Construction Workforce Policy.
- Delivering the project without disruption.

- Confirming labor agreement compatibility across all the applicable work packages.
- Confirming all crafts perform their historically recognized work without displacement by other crafts.
- Enabling competition by requiring contractor accountability.

With these focus areas in mind, two possible approaches have been developed for consideration:

- Option 1 – Implement a “Template PLA”
 - Significant effort has gone into the development of the Reservoir PLA, consuming valuable time that is available during this stage of Project development but will not be available in the future. Given the scale, complexity, and schedule sensitivity, instituting a Template PLA provides the highest level of certainty for expeditious agreement providing labor harmony, workforce availability, and project delivery across all elements of the project. Accordingly, the Sites Authority would include the Reservoir PLA terms and conditions as the Sites Authority’s Template PLA for all alternative project delivery contracts on the Sites Project, as may be modified based on industry and/or RC/AB input.
 - Each future alternative delivery contractor would agree to negotiate and become signatory to a PLA that substantially complies with the terms and conditions of the Authority’s Template PLA and effectively ensure compliance with the Construction Workforce Policy. There may need to be allowed certain exceptions, subject to Sites Authority Approval, for project or contractor conditions related to, among other things, conflicts with existing master labor agreements, workforce availability, or labor harmony. Feedback on potential variances from the Template PLA could be reviewed as part of the procurement process. The Sites Authority would not be signatory to the resulting PLA(s).
 - All subcontractors would have to accept and be bound by the PLA entered into by the contractors.
 - The Sites Authority would require contractors during the procurement process to demonstrate their contracting and subcontracting approach that:
 - Preserves each craft’s historically recognized scope of work.
 - Does not create conflicts with existing collective bargaining agreements.

- Avoids jurisdictional disputes between crafts.
 - Is consistent with the Sites Authority’s Template PLA.
 - Assures labor stability on the project.
- “Historically recognized scope of work” means the work customarily and traditionally performed by a craft based on established industry practice, applicable bargaining agreements, and recognized jurisdictional understandings within the geographic region of the project.
- Option 2 – Continue with current approach, adding requirements for a “labor harmony plan.”
 - The Sites Authority would express continued commitment to ensuring a skilled and trained workforce would be utilized on all alternative delivery projects.
 - The CWP would allow for PLAs as described in the legislation for alternative project delivery methods.
 - The Sites Authority would require a “labor harmony plan” from the contractor that ensures uninterrupted work, skilled and trained workforce availability, and compliance with all applicable labor requirements. Specific attention would need to be paid to ensure any proposed differences with the Reservoir PLA are identified and the contractor would be required to demonstrate that such differences would not create labor disharmony across packages.
 - The Sites Authority would require that the contractors' labor harmony plan demonstrate that one craft or labor organization is not displacing another craft’s historically recognized scope of work.

2. Include Solano County in the Local Area definition

Staff reviewed the proposed inclusion of Solano County with the Local Community Working Group, including discussion of the Local Area map and the distinction between covered and non-covered work. No objections were raised to the Solano County addition to the Local Area definition. Inclusion is anticipated to support achievement of the Sites Authority’s Local Area workforce goals and provide greater flexibility for workforce availability.

3. Covered vs. non-covered work and local hauling

Consistent with the Reservoir PLA, incorporate into CWP the exclusion of certain local hauling from covered work where appropriate and consistent with negotiated approaches.

Prior Action:

April 2025: Approved the Final Construction Workforce Policy that establishes the Sites Authority's expectations for the Project Labor Agreements, workforce utilization and other factors of importance to the local community.

Fiscal Impact/Funding Source:

None

Staff Contact:

JP Robinette

Primary Service Provider:

NA

Attachments:

Attachment A – Final Reservoir PLA

**SITES RESERVOIR PROJECT
PROJECT LABOR AGREEMENT
BY AND BETWEEN
BARNARD CONSTRUCTION COMPANY, INC.**

AND

STATE BUILDING & CONSTRUCTION TRADES COUNCIL OF CALIFORNIA

AND

MID-VALLEY BUILDING & CONSTRUCTION TRADES COUNCIL

AND

THE SIGNATORY CRAFT COUNCILS AND UNIONS

TABLE OF CONTENTS

ARTICLE 1 INTENT AND PURPOSE	3
ARTICLE 2 SCOPE OF AGREEMENT	5
ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT	9
ARTICLE 4 UNION ACCESS AND STEWARDS.....	14
ARTICLE 5 WAGES AND BENEFITS.....	15
ARTICLE 6 WORK STOPPAGES AND LOCK-OUTS.....	16
ARTICLE 7 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES.....	21
ARTICLE 8 MANAGEMENT RIGHTS.....	22
ARTICLE 9 SETTLEMENT OF GRIEVANCES AND DISPUTES	24
ARTICLE 10 REGULATORY COMPLIANCE.....	26
ARTICLE 11 SAFETY AND PROTECTION OF PERSON AND PROPERTY	27
ARTICLE 12 TRAVEL AND SUBSISTENCE.....	27
ARTICLE 13 APPRENTICES.....	27
ARTICLE 14 PRE-JOB CONFERENCES.....	28
ARTICLE 15 LABOR/MANAGEMENT COOPERATION.....	29
ARTICLE 16 SAVINGS AND SEPARABILITY.....	29
ARTICLE 17 WAIVER	30
ARTICLE 18 AMENDMENTS.....	30
ARTICLE 19 DURATION OF THE AGREEMENT	30
ARTICLE 20 WORK OPPORTUNITIES PROGRAM	31
ATTACHMENT A LETTER OF ASSENT	34
ATTACHMENT B LOCAL RESIDENT ZIP CODES.....	36
ATTACHMENT C CRAFT REQUEST FORM.....	38
ATTACHMENT D APPROVED DRUG AND ALCOHOL TESTING POLICY	39

PROJECT LABOR AGREEMENT SITES RESERVOIR

This Project Labor Agreement (“Agreement”) is entered into by and among the Barnard Construction Company, Inc. (“Construction Manager At-Risk” or “CMAR”), the State Building & Construction Trades Council of California (“State Council”), the Mid-Valley Building & Construction Trades Council (“Local Council”, collectively “Councils”) and the signatory Craft Councils and Unions signing this Agreement (hereinafter together with the Council, collectively, the “Union” or “Unions”) for construction, repair, upgrade, renovation, modernization, expansion, rehabilitation and improvement work for the Sites Reservoir Project. This Agreement establishes the labor relations guidelines and procedures for the Contractors and craft employees represented by the Unions and engaged in Project Work. The Contractor, Council and Unions are hereinafter referred to herein, as the context may require, as “Party” or “Parties.”

The Parties to this Agreement understand the policy of the CMAR will be for Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as Attachment A), and to require each of its subcontractors, of whatever tier, to become bound. The CMAR shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded.

The CMAR shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and crafts persons working under it, and Local Residents. The CMAR shall therefore designate a staff member, to monitor compliance with this Agreement; assist, as the authorized representative of the CMAR, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement. The Parties understand and agree that Barnard Construction Company, Inc., as the CMAR, is an employer in the construction industry as defined in the National Labor Relations Act.

The term “Apprentice” as used in this Agreement shall mean those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The term “Construction Workforce Policy” as used in this Agreement refers to the Sites Project Authority Construction Workforce Policy, attached hereto as Attachment E.

The term “Contractor” as used in this Agreement includes any individual, firm, partnership, or corporation, or combination thereof, including owner/operator, joint ventures, which as an independent Contractor has entered into a contract with respect to the Project Work, or with another Contractor as a subcontractor of whatever tier utilized by such Contractors for Project Work.

The term “Drop Site” as used in this Agreement includes any CMAR-designated area on the Project Site for the initial delivery, or final storage prior to off-hauling from the Project Site, of construction materials, including: soil, sand, gravel, aggregate, rocks, asphalt, excavation materials, fill material, and construction debris.

The term “Joint Labor/Management Apprenticeship Program” as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The term “Letter of Assent” as used in this Agreement means the document that each Contractor (of any tier) must sign and submit to the CMAR and the Council, before beginning any Project Work, which formally binds them to adhere to all the forms, requirements and conditions of this Agreement, in the letter attached hereto as Attachment A.

The term “Local and Small Business” as used in this Agreement means a Contractor that: (i) operates an office in the Local Area, and (ii) meets the definition of “Small Business” under California Government Code section 14837.

The term “Local Area” as used in this Agreement has the same meaning as provided for in the Construction Workforce Policy included as Attachment E

The term “Local Area Worker” or “Tier 2 Worker” as used in this Agreement has the same meaning as provided for in the Construction Workforce Policy included as Attachment E.

The term “Local Resident” as used in this Agreement has the same meaning as provided for in the Construction Workforce Policy included as Attachment E

The term “Project” or “Project Work” as used in this Agreement means the Construction, Repair, Upgrade, Renovation, Modernization, Expansion, Rehabilitation and Improvement work at the Sites Reservoir Project.

The term “Project Area” as used in this Agreement means Colusa, Glenn, and Yolo counties.

The term “Project Area Worker” or “Tier 1 Workers” as used in this Agreement has the same meaning as provided for in the Construction Workforce Policy included as Attachment E.

The term “Project Site” as used in this Agreement means one of multiple packages awarded to the CMAR pursuant to Reservoir Guaranteed Maximum Price Amendment Contracts (“RGMP”), which together will cover the entirety of on-site construction work for the Project.

The term “Major Project Site” as used in this Agreement means each of the following projects sites: (1) Sites Dam, (2) Golden Gate Dam, (3) Sites Lodge Bridge, (4) projects related to the various Sites Saddle Dams which may be split into multiple projects via RGMP, and (5) any other project work which is not included in the foregoing.

The term "Master Labor Agreements" as used in this Agreement, means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

The term "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of MLA.

The Union and all Contractors agree to abide by the terms and conditions of this Agreement and agree that this Agreement represents the complete understanding of the Parties. No Contractor is or will be required to sign or otherwise become a party to any other collective bargaining agreement with a signatory Union as a condition of performing work within the scope of this Agreement, except as may be required herein.

The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.

ARTICLE 1 INTENT AND PURPOSE

Section 1.1 Background: The goal of this Agreement is to provide new construction for the Sites Reservoir Project awarded to the CMAR by the Sites Reservoir Authority ("Authority" or "Owner"). The CMAR, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craftspeople's, and the elimination of disruptions or interference with Project Work, adopts this Agreement to meet the goal that Project Work be completed on time and within budget.

Section 1.2 Identification and Retention of Skilled Labor and Employment of Local Residents: The vast amount of new construction, substantial rehabilitation, and capital improvement work scheduled to be performed will require large numbers of craft personnel and other supporting workers. The parties understand and intend to use the opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of Local Residents in the construction industry; assist them in entering the construction trades, and through utilization of the joint labor/management sponsored apprenticeship programs, provide training opportunities for those Local Residents and other individuals wishing to pursue a career

in construction. Further, the Contractors, the Unions and their affiliated regional and national organizations, will work jointly to develop and implement procedures promptly for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and to secure the services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

Section 1.3 Encouragement of Local and Small Business: The Project will provide many opportunities for Local and Small Business enterprises to participate as contractors or suppliers, and the parties therefore agree that they will cooperate with all efforts for the purpose of encouraging and assisting the participation of Local and Small Businesses in Project Work. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a project of this scope, and the encouragement of Local Residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such Local Residents for apprenticeship programs and formal employment on the Project through the referral programs sponsored and/or supported by the parties to this Agreement. Further, the parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to the participation of Local and Small Businesses, and Local Residents. Additionally, to provide local area contractors with an opportunity to bid and secure work outside the jurisdiction of covered work under the PLA, the Parties have excluded certain scopes of work under Section 2.4 of this Agreement. The Parties agree to work, in partnership, to increase opportunities for Local and Small Businesses to benefit from the work to be performed.

Section 1.4 Project Cooperation: The parties recognize that the construction to take place under this Agreement involves unique and special circumstances which dictate the need for the parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the CMAR. The parties therefore agree that maximum cooperation among all parties involved is required; and that with construction work of this magnitude, with multiple contractors and crafts performing work on multiple sites of over an extended period of time, all parties agree to work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work. Further, the parties recognize that an Act of God or on Act of War could require the CMAR to partially or fully suspend Project Work. The parties shall fully cooperate with any request by the CMAR to redirect their equipment, skills and expertise to support the efforts necessitated by such events.

Section 1.5 Peaceful Resolution of All Disputes: In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project Work, and the Contractors agree not to engage in any lockout, or any other action impairing or impeding the Project Work.

Section 1.6 Compliance with Law and Sites Project Authority Policy: The Parties recognize that the CMAR must comply with Owner policy, including the Construction Workforce Policy, to the

extent that such policy is consistent with all applicable federal and state labor and employment laws and regulations. Where a subject covered by the provisions of this Agreement conflicts with a provision contained in the Construction Workforce Policy, the CMAR and the Council shall meet to discuss the conflict and ways to accomplish the objectives of the Policy and Agreement, neither party shall object to the participation of the Authority in such meetings at their sole discretion.

ARTICLE 2 SCOPE OF AGREEMENT

Section 2.1 General: This Agreement shall only apply to work which is contracted out for the Sites Reservoir Project. This Agreement shall apply and is limited to all of the Project Work, as specified, performed by those Contractor(s) of whatever tier that have contracts awarded for such work.

Section 2.2 Specific: The Project Work at Sites Reservoir is defined and limited to design, construct, commission and complete physical infrastructure and capital improvements at the Sites Reservoir Project Site contracted to the CMAR.

Section 2.3 The Parties understand that, to the maximum extent feasible, and consistent with goals of the CMAR to utilize this Agreement as the Labor Relations Policy for its construction consistent with the Sites Project Authority's Construction Workforce Policy.

Section 2.4 Exclusions: Items specifically excluded from the Scope of this Agreement include the following:

2.4.1 Work of non-manual employees, including but not limited to: administrators; supervisors; time keepers, mail carriers, clerks, office workers, messengers; guards, safety personnel, emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees; except that included in the definition of Project Work when covered by the appropriate Master Labor Agreement are detailing work for HVAC and plumbing/pipefitting (e.g. 3D BIM modeling and mechanical computer aided drafted and/or hand detailing of shop and field drawings used for fabrication and/or erection);

2.4.2 Equipment and machinery owned or controlled and operated by the Owner;

2.4.3 All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement. Further, hauling/delivery of concrete shall be covered by this Agreement. Further, hauling/delivery of soil, sand, gravel, aggregate, rocks, asphalt, excavation materials, fill material and construction debris to and away from any Drop Site shall not be covered by this Agreement, but the hauling/delivery to/from the initial

Drop Site to the Project shall be covered by this Agreement. Off-site fabrication work, if set forth in a Union's MLA, shall be considered as Project Work under this Agreement;

2.4.4 All employees of the design teams (including, but not limited to architects engineers and master planners), or any other consultants (including, but not limited to, project managers and construction managers and their employees not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Surveyor and Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the Project Labor Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance". Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers and/or Surveyor under a professional services agreement or a construction contract shall be bound to all applicable requirements of the Project Labor Agreement. Project Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

2.4.5 Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors (for work for which is not within the scope of this Agreement);

2.4.6 Off-site maintenance of leased equipment and on-site supervision of maintenance work;

2.4.7 Non-construction support services contracted by the CMAR in connection with this Project;

2.4.8 Off-site laboratory work for testing, unless covered by a MLA;

2.4.9 Temporary office or RV facilities (mobile trailers) or any tents;

2.4.10 Work performed by Sites Reservoir Authority employees;

2.4.11 Work on the Project performed as a result of a threat to life, limb, property, or other emergency or circumstance requiring immediate action;

2.4.12 It is recognized that certain equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment and systems, together with requirements of manufacturer's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of the Authority's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident, or allow

such installation to be performed by the manufacturer's employees or a contractor certified by the manufacturer where the Unions are unable to perform such work or the warranty expressly requires the work to be performed by the employees of the manufacturer or a contractor certified by the manufacturer. If a warranty on the manufacturer's specialty or technical equipment or systems purchased by the Authority, or CMAR, requires that the installation of such specialty or technical equipment or system be performed by the manufacturer's own personnel, then such installation may be performed by the manufacturer's own personnel. If a warranty on the manufacturer's specialty or technical equipment or systems purchased by the Authority, or CMAR, requires that the installation of such specialty or technical equipment or system be performed by a contractor certified by the manufacturer, then such installation may be performed by such certified contractor. The CMAR shall notify the Unions at the applicable pre-job conference of the use of this provision and shall provide copies of the written warranty that require that the work be performed by the manufacturer's own personnel, or a contractor certified by the manufacturer, to the affected Union. When the warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative. This does not apply to construction equipment used for construction of the Project.

Section 2.5 Awarding of Contracts:

2.5.1 The Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

2.5.2 It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in Attachment A, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the CMAR and the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

2.5.3 CMAR and its Contractors may compete for contracts and subcontracts on the Project without regard to whether they are otherwise parties to collective bargaining agreements.

2.6 The CMAR agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the CMAR shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.7 Master Labor Agreements:

2.7.1 The provisions of this Agreement, including the Master Labor Agreements (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. All transportation mainline pipeline work covered by this Agreement shall be performed under the terms of the applicable craft's (i.e., UA, IBT, IUOE and LiUNA) National Pipe Line Agreement, provided that the Continuity of the Work and the Grievance and Arbitration Procedure Articles of this Agreement shall apply to all such pipeline work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a Master Labor Agreements, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a Master Labor Agreements and not covered by this Agreement, the provisions of the Master Labor Agreements shall prevail. Any dispute as to the applicable source between this Agreement and any Master Labor Agreements for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in this Agreement.

2.7.2 It is understood that this Agreement, together with the referenced Master Labor Agreements, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign an uniformly applied, non-discriminatory "Subscription Agreement" or

“Participation Agreement” at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign such Agreement with the appropriate Craft Union prior to the subcontractor beginning Project Work.

Section 2.8 Binding Signatories Only: This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.9 Other Work: This Agreement shall be limited to the construction work within the Scope of this Agreement. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by CMAR employees or contracted for by the CMAR for its own account, on its property or in and around a Project site.

Section 2.10 Separate Liability: It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the CMAR and/or any Contractor.

Section 2.11 Completed Project Work: As areas of Project Work are completed, this Agreement shall have no further force or effect on such items or areas except where the CMAR is directed to engage in repairs, modification, check-out and/or warranties functions required by its contract(s).

ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition: The Contractor recognizes the Council and the Unions as the exclusive bargaining representative for the employees engaged in Project Work.

Section 3.2 Contractor Selection of Employees: The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by this Agreement or an MLA; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor’s commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures:

3.3.1 For signatory Unions now having a job referral system contained in a Master Labor Agreements, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and nondiscrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the Owner to encourage employment of Local Residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

3.3.2 The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor and the Construction Workforce Policy, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with those designated by the CMAR, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly Local Residents, for entrance into joint labor/management apprenticeship programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken.

3.3.3 The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting: The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability or any other characteristic protected by Federal, State or local law. Further, it is recognized that the CMAR has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere within a Local and Small Business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the policies and commitment to its goals for the significant utilization of Local and Small Businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of Local Residents:

3.5.1 The Unions and Contractors agree that, to the maximum extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Contractors. In recognition of the fact that the communities surrounding Project Work will be impacted by the construction of the Project, the parties agree to support the hiring of workers from Local Residents, as well as Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program or any JATC-approved pre-apprenticeship program ("MC3 Graduates"). Towards that end, the Unions agree that they will exert their best efforts to encourage and provide referrals and utilization of qualified workers:

First, qualified Project Area Workers (workers residing within Colusa, Glenn, and Yolo counties), as well as Veterans and MC3 Graduates, regardless of where they reside;

If the Unions cannot provide the Employers in the attainment of a sufficient number of qualified workers from paragraph (i), above, the Unions will exert their best efforts to then recruit and identify for referral qualified Local Area Workers (workers residing within Butte, Placer, Sacramento, Shasta, Sutter, Tehama, and Yuba counties), as reflected on the list of zip codes, which is Attachment B.

3.5.2 The Construction Workforce Policy establishes goals for the hiring, training, and retention of Local Area Workers and requires prioritization for the dispatch of Local Area Workers from union halls. The goals established under the Construction Workforce Policy in effect at the time that this Agreement is executed, or any revisions thereto which are mutually agreed upon by the Parties, shall be adopted as the goals applicable to Project Work. In order to assist Local Area Workers and transitional workers in enrolling in and progressing through apprenticeship programs in the construction industry, any Veterans and MC3 Graduates, regardless of where they reside, shall qualify as meeting goals applicable to Local Residents. To facilitate the dispatch of Local Residents, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Project Work, a sample of which is attached as Attachment C. When Local Residents are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures. Work performed by residents of states other than California shall not be included in the calculation of the labor and craft positions for purposes of the percentage requirements set forth above.

3.5.3 The CMAR shall work with the Unions and Contractors in the administration of this Local Resident preference; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the CMAR that such preferences have been pursued.

Section 3.6 Helmets to Hardhats: The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement, the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified area resident to provide the Unions with proof of their status as an Eligible Veteran.

3.6.1. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

3.6.2. The Center shall function in accordance with, and as provided in the Agreement and Declaration of Trust creating the fund, and any amendments thereto, and any other of its governing documents. Each Employer performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the Center and hereby adopts and agrees to be bound by the terms and provisions of the Trust Agreement during the term of this Agreement.

Section 3.7 Core Employees:

3.7.1 Contractors not independently signatory to one or more MLA may employ, as needed, first, a member of its core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed in the Contractors workforce, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with the referral procedures outlined in this Article. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with ten (10) or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors who are not independently signatory to a current Master Labor Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Labor Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other

than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

Contractors who are not independently signatory to a current Master Labor Agreement may have one additional core employee for each additional Major Project Site where contract work is awarded. In the event that work at any additional Major Project Site is completed, the contractor shall be responsible for ensuring that they maintain compliance with the core worker ratio established in this Section.

3.7.2 The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade; and have worked a total of at least two thousand (2,000) hours in the specific construction craft during the prior four (4) years.

3.7.3 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the CMAR and the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, and such other documentation) evidencing the core employee's qualification as a core employee to the CMAR and the Council.

Section 3.8 Time for Referral: If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any.

Section 3.9 Lack of Referral Procedure: If a signatory Union does not have a job referral system as set forth above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in this Article.

Section 3.10 Union Membership: Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Labor Agreement. Nothing in this Section is intended to supersede the requirements of the applicable Master Labor Agreements as to those Employers otherwise signatory to such Master Labor Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.11 Individual Seniority: Except as provided in the next Article, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's Master Labor Agreement as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.12 Foremen: The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.13 Skilled and Trained Workforce: To the maximum extent permissible under state law and regulation, the Parties agree that by virtue of entering into this Agreement the Project Work awarded to the CMAR and constructed or performed under this Agreement is exempted from any requirement to utilize a skilled and trained workforce, pursuant to California Public Contract Code section 20928.2(c)(6). Contractors and Authority shall be relieved of all obligations and systems described in California Public Contract Code sections 2602 and 2603, and Contractors' requirement to utilize a skilled and trained workforce shall not apply to any work covered under the provisions of this Agreement.

If it is determined that there is a separate statutory requirement to by which each Contractor performing Project Work that was procured by the Authority through an alternative project delivery methodology, as authorized by California Public Contract Code sections 20928 et seq. or sections 22170 et seq. is required to utilize a skilled and trained workforce, as defined in California Public Contract Code section 2602. The Parties shall utilize the grievance procedures set forth in Article 9 of this PLA to resolve any disputes regarding skilled and trained workforce requirements. To the maximum extent permissible under state law and regulation, Contractors and Authority shall be relieved of reporting and enforcement obligations and systems described in California Public Contract Code sections 2602 and 2603, and Contractors' requirement to utilize a skilled and trained workforce shall instead be monitored and enforced by Parties through provisions of this PLA.

ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites: Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards:

4.2.1 Each signatory Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

4.2.2 In addition to their work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of their Union duties.

4.2.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

4.2.4 The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge: The relevant Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Labor Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given. Notwithstanding the foregoing any individual involved in any occurrence, or threat, of jobsite violence, may be immediately discharged and removed from the Project, subject to just cause review under Article 9.

Section 4.4 Employees on Non-Project Work: On work where the Owner's personnel may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with personnel employed by the Owner, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5 WAGES AND BENEFITS

Section 5.1 Wages: All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable California prevailing law wage and fringe rate (including overtime premium and other such economic benefits) or wages that equal the combined value of the wages and fringe benefits that are set forth in the MLA. If a California prevailing law wages and rates increase under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision of this Agreement, this Agreement does not relieve Contractors directly signatory to one or more of the Master Labor Agreements from paying all wages set forth in such Agreements.

Section 5.2 Benefits:

5.2.1 Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all employee authorized deductions in the amounts designated in the appropriate Master Labor Agreement; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable California prevailing wage determination.

Notwithstanding any other provision of this Agreement, Contractors directly signatory to one or more of the Master Labor Agreements are required to make all contributions set forth in those Master Labor Agreements without reference to the forgoing. Bona fide benefit plans with joint trustees or authorized employee deduction programs established or negotiated under the applicable Master Labor Agreement or by the Parties to this Agreement during the life of this Agreement may be added.

5.2.2 The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

5.2.3 Each Contractor and subcontractor is required to certify to the CMAR that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the CMAR, the CMAR shall work with any subcontractor who is delinquent in payments to assure that proper benefit contributions are made, and the CMAR may elect to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums: Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable California prevailing wage determination.

Section 5.4 Compliance with Wage Laws: The Parties agree that the CMAR shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work. All complaints regarding possible prevailing wage violations shall be referred to the CMAR for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6 WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity: The Council and the Unions agree that neither they, and each of them, nor their respective officers or agents or representatives, shall

incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts Project Work, or with respect to or related to the Owner or Contractors or subcontractors, including, but not limited to economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is subject to arbitration. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations: The Contractor may discharge any employee violating the above Section and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce: Any Contractor affected by an alleged violation of the No Work Stoppages or Disruptive Activity Article shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of Master Labor Agreements: If the Master Labor Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in No Work Stoppages or Disruptive Activity Article above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

6.4.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Colusa County.

6.4.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new Master Labor Agreement, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this

Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

6.4.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option above and other Contractors may elect to continue to work on the Project under the retroactivity option offered above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the retroactivity option.

Section 6.5 No Lockouts: Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the CMAR's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations:

6.6.1 If a Contractor contends that there is any violation of this Article, it shall notify, in writing, the Council, the Senior Executive of the involved Union(s) and the CMAR. The Council and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

6.6.2 If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the CMAR, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the expedited arbitration procedures. The CMAR shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits:

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

6.7.1 fails to timely pay its weekly payroll; or

6.7.2 fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Master Labor Agreements. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Master Labor Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by email to the involved Contractor and the Owner. Union will meet within the ten (10) day period to attempt to resolve the dispute.

6.7.3 Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure: Any party may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of the continuity of work provisions is alleged.

6.8.1 The party invoking this procedure shall notify the arbitrator, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure, which is Andrea Dooley, and alternates are Fred Horowitz and Sara Adler. If the permanent arbitrators are unavailable at any time, the party invoking this procedure shall notify one of the alternates. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by e-mail, hand-delivery or overnight mail and will be deemed effective upon receipt.

6.8.2 Upon receipt of said notice, the arbitrator named above or their alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor.

6.8.3 The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

6.8.4 The sole issue at the hearing shall be whether or not a violation of the continuity of work provisions has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion,

one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award, upon issuance, shall be served on all Parties by hand or registered mail.

6.8.5 Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued pursuant to the expedited arbitration procedure set forth herein, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown in their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

6.8.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

6.8.7 The fees and expenses of the arbitrator shall be equally divided between the party or Parties initiating this procedure and the respondent Party or Parties.

Section 6.9 Liquidated Damages

6.9.1 If the arbitrator determines that a work stoppage has occurred, the respondent Unions(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the Project to immediately return to work. If the Union(s) employees involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and take all steps necessary to cause a cessation of the violation and instruct the employees they represent to return to work, then the respondent Union(s) shall each pay a sum as liquidated damages to the CMAR, for the first shift in which the violation continues, \$10,000; for the second shift, \$15,000; for the third shift, \$20,000; for each shift thereafter in which the violation continues, \$25,000 per shift on which the craft(s) has not returned to work. Similarly, if the arbitrator determines that a lock-out has occurred, the respondent Employer(s) shall, within eight (8) hours of receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Employer(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each respondent Employer shall pay a sum as liquidated damages to the affected Union(s) for the first shift in which the violation continues, \$10,000; for the second shift, \$15,000; for the third shift, \$20,000; for each shift thereafter in which the violation continues, \$25,000 per shift to the Union(s) whose

members have not been returned to work. The arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, if any.

ARTICLE 7 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work: The assignment of Project Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan: All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

Section 7.3 If a dispute arising under this Article involves the North Coast States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the State Building and Construction Trades Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.4 No Work Disruption Over Jurisdiction: All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.5 Pre-Job Conferences: Each Employer will conduct a pre-job conference with the Council at least 14 days prior to commencing work. The Primary Employer and the Owner will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

Section 7.6 Resolution of Jurisdictional Disputes: If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the Plan then currently in effect, or otherwise as outlined above.

ARTICLE 8 MANAGEMENT RIGHTS

Section 8.1 Contractor Rights: The Contractors retain the full and exclusive authority for the management of their operations, as set forth in this Article, unless expressly limited or required by a specific provision of this Agreement or an applicable Master Labor Agreement. The Contractor's rights include, but are not limited to, the right to:

8.1.1 Plan, direct and control operations of all work;

8.1.2 Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

8.1.3 Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

8.1.4 Discharge, suspend or discipline their own employees for just cause;

8.1.5 Utilize any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

8.1.6 Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Labor Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

8.1.7 Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

8.1.8 Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at particular locations. The operational needs of the Project Work shall include the implementation of a coordinated approach where the interests of the project and those involved in potentially affected agriculture production can be reasonably achieved in a coordinated manner;

8.1.9 At its sole option, terminate, delay and/or suspend any and all portions of the Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of other projects and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities.

8.1.10 Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs;

8.1.11 Investigate and process complaints.

Section 8.2 Use of Materials: There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work, except as modified under Section 2.4 or Section 8.3, and not in conflict with a MLA. The CMAR shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.3 Special Equipment, Warranties and Guaranties:

8.3.1 It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the CMAR's and/or manufacturer's personnel. The Unions agree to install such equipment without incident.

8.3.2 The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

8.3.3 If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in this Agreement.

ARTICLE 9 SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site:

9.1.1 This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the Unions, together with the Contractors, to complete the construction of the Project economically, efficiency, continuously and without any interruption, delays or work stoppages.

9.1.2 The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of the expedited arbitration procedure.

9.1.3 The CMAR shall oversee the processing of grievances under this Agreement, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to ensure the time limits and deadlines are met.

Section 9.2 Processing Grievances: Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Master Labor Agreements, but not jurisdictional disputes or alleged violations of the continuity of work provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances: When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances: Should the Union(s) or any Contractor have

a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above for the adjustment of an employee complaint.

Step 2. The business manager of the involved Union or his designee, together with the site representative of the involved Contractor shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3.

- (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the CMAR (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below. Those arbitrators are: (1) Andrea Dooley; (2) Robert Hirsch; (3) Sara Adler; (4) Mark Burstein; and (5) David Weinberg. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).
- (b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.
- (c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures: Procedures contained in this Article shall not be applicable to any alleged violation of Section 6.2 or Section 7.4, with a single exception that any employee discharged for violation of those Provisions, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice: The CMAR, in the case of any grievance regarding the Scope of this Agreement, shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the CMAR shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 10 REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws: The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the CMAR, or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance: The Parties agree that the CMAR shall require, and that the Council shall monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the CMAR procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance: The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the CMAR, which shall promptly process, investigate and resolve such complaints. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the Labor Code, including the rights of an individual to file a complaint with the Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

Section 10.4 Violations of Law: Based upon a finding of violation by the CMAR of a federal and state law, and upon notice to the Contractor that it or its subcontractors are in such violation, the CMAR, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties, and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the Government and the Contractor, the Government may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

Section 10.5 This Agreement shall not apply to projects, or portions thereof, for which the Owner receives funding or assistance from any Federal, State, local, or other public entity, and a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the Owner not require bidders, contractors, subcontractors, or other persons or entities to enter into an agreement with one or more labor organizations, or enter into an agreement that contains any of the terms set forth herein. With respect to such work, the Authority and CMAR agree that they will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

ARTICLE 11 SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 11.1 Safety:

11.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Owner, the CMAR, or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractors and the Owner.

11.1.2 Employees shall be bound by the safety, security and visitor rules established by the CMAR. These rules will be published and posted. An employee's failure to satisfy their obligations under this section will subject them to discipline, up to and including discharge.

11.1.3 The Parties to this Agreement adopt the State Building & Construction Trades Council of California Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D, and which shall be the policy and procedure utilized under this Agreement. Notwithstanding anything to the contrary contained within this Agreement or the attached Policy, it is not the intention of the CMAR, Contractor or the Union to violate any laws governing the subject matter of this Agreement, and if any provisions of Attachment D violate state, local or federal law, they shall not be applied in this Agreement.

Section 11.2 Suspension of Work for Safety: A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 11.3 Water and Sanitary Facilities: The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 12 TRAVEL AND SUBSISTENCE

Section 12.1 Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable Master Labor Agreement unless superseded by the applicable prevailing wage determination.

ARTICLE 13 APPRENTICES

Section 13.1 Importance of Training: The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist Local Residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading

to participation in such apprenticeship programs. The Owner, the CMAR, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 13.2 Use of Apprentices:

13.2.1 Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage, and where such is the case, the applicable Union should use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

13.2.2 The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The CMAR shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the CMAR will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

13.2.3 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journey person working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

ARTICLE 14 PRE-JOB CONFERENCES

Section 14.1 Each Contractor will conduct a pre-job conference with the Unions not later than fourteen (14) calendar days prior to commencing work. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and project work rules/owner rules. The Council and the CMAR shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the CMAR and all Contractors at a pre-job conference. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies to the Council and to the CMAR. Before a final

assignment is issued, should the Union objecting to the assignment request a markup meeting, each Contractor shall facilitate the meeting and provide requested and necessary documentation to support their assignment.

ARTICLE 15 LABOR/MANAGEMENT COOPERATION

Section 15.1 Joint Committee: The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the CMAR and three (3) representatives selected by the Trades Council to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A quorum will consist of at least two (2) representatives selected by the CMAR and at least two (2) representatives selected by the Trades Council. For voting purposes, only an equal number of CMAR and Union representatives present may constitute a voting quorum. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement.

ARTICLE 16 SAVINGS AND SEPARABILITY

Section 16.1 Savings Clause: It is not the intention of the CMAR, the Contractors, the Council or the Unions to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 16.2 Effect of Injunctions or Other Court Orders: The Parties recognize the right of the Owner to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and the fact on covered Project Work to the maximum extent legally possible.

ARTICLE 17 WAIVER

Section 17.1 A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 18 AMENDMENTS

Section 18.1 The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto. In the event that the CMAR is awarded additional work as part of the overall Sites Project, the Parties shall meet and negotiate an amendment to this Agreement.

ARTICLE 19 DURATION OF THE AGREEMENT

Section 19.1 Duration: This Agreement shall be effective from the date signed by all Parties and shall remain in effect, until completion of the Project, notwithstanding the expiration date of this Agreement.

Section 19.2 Turnover and Final Acceptance of Completed Work:

19.2.1 Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner by the Contractor and the Owner has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the Owner or third parties with the approval of the Owner, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Owner to engage and repairs or modifications required by its contract(s) with the Owner.

19.2.2 Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Owner and Notice of Acceptance is given by the CMAR or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the CMAR pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the Owner.

ARTICLE 20 WORK OPPORTUNITIES PROGRAM

Section 20.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among Local Residents including those who were formally incarcerated or emancipated from foster care to meet the labor needs of the Project, specifically, including the Construction Workforce Policy, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for Local Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

20.1.1 Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Local Residents as journeypersons, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

20.1.2 Work cooperatively with the CMAR and their consultants to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry; and

20.1.3 Participate in the CMAR's and community job fairs, career days and outreach events; and

20.1.4 Assist Local Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Local Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Local Residents for work on this Project; and

20.1.5 Allow tours of their JACs as requested; and

20.1.6 Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and

20.1.7 Support local events and programs designed to recruit and develop adequate numbers of competent workers in the construction industry.


IN WITNESS whereof the Parties have caused this Project Labor Agreement to be executed as of the date and year above stated.

Barnard Construction Company, Inc.

By: 
Mike Fuller, Vice President

Dated: 3/20/2026

State Building & Construction Trades
Council of California

By: 
Chris Hannan, President

Dated: March 19, 2026

Mid-Valley Building & Construction
Trades Council

By: 
Casey Tull, President

Dated: 03/20/2026

PROJECT NAME: SITES RESERVOIR PROJECT

MID-VALLEY BUILDING & CONSTRUCTION TRADES COUNCIL LOCAL TRADE UNIONS THAT ARE SIGNATORY TO THIS AGREEMENT:

- BAC 3 Brick & Tile _____
- Boilermakers Local 549 _____
- Cement Masons Local 400 _____
- DC16 International Union of Painters and Allied Trades _____
- IBEW Local 340 _____
- Insulators Local 16 _____
- Internation Union of Elevators Contractors Local 8 _____
- Iron Workers Local 118 _____
- Northern California District Council of Laborers, for itself and its affiliated Local Unions _____
- OPCMIA Local 300 _____
- Operating Engineers Local 3 _____
- Plumbers & Pipefitters Local 228 _____
- Roofers & Waterproofers Local 81 _____
- Sheet Metal Workers Local 104 _____
- Sprinkler Fitters Local 669 _____
- UA Irrigation & Landscape Local 355 _____
- Teamsters Local 137 _____
- North Coast States Regional Council of Carpenters, for itself and its affiliated Local Unions _____

**ATTACHMENT A
LETTER OF ASSENT**

To be signed by all contractors and subcontractors awarded Covered Work

[Contractor's Letterhead]
Construction Manager At-Risk
1234 address
City, state, zip code
Attn: _____

Re: Project Labor Agreement for the Sites Reservoir Project - Letter of Assent

To whom it may concern:

This is to confirm that [name of company] agrees to be Party to and bound by the Project Labor Agreement for the Sites Reservoir Project effective _____, 2026, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a Party to and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[name of company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Department of Industrial Relations Registration No.: _____

[Copies of this letter must be submitted to the Council]

**ATTACHMENT B
LOCAL RESIDENT ZIP CODES**

TIER 1

THE ZIP CODES WITHIN COLUSA, GLENN, AND YOLO COUNTIES

95605	95637	95698	95932	95970
95606	95645	95776	95937	95979
95607	95653	95798	95939	95987
95612	95679	95799	95943	95988
95616	95691	95912	95950	
95617	95694	95913	95951	
95618	95695	95920	95955	
95627	95697	95931	95963	

TIER 2

THE ZIP CODES within Butte, Placer, Sacramento, Shasta, SOLANO, Sutter, Tehama, and Yuba counties

94203	94252	94287	95631	95690
94204	94253	94288	95632	95692
94205	94254	94289	95638	95693
94206	94256	94290	95639	95701
94207	94257	94291	95641	95703
94208	94258	94293	95648	95713
94209	94259	94294	95650	95714
94211	94261	94295	95652	95715
94229	94262	94296	95655	95717
94230	94263	94297	95658	95722
94232	94267	94298	95659	95736
94234	94268	94299	95660	95741
94235	94269	95602	95661	95742
94236	94271	95603	95662	95746
94237	94273	95604	95663	95747
94239	94274	95608	95668	95758
94240	94277	95609	95670	95759
94243	94278	95610	95673	95763
94244	94279	95611	95674	95765
94245	94280	95615	95676	95812
94246	94282	95621	95677	95813
94247	94283	95624	95678	95814
94248	94284	95626	95680	95815
94249	94285	95628	95681	95816
94250	94286	95630	95683	95817
95818	95852	95953	96008	96071
95819	95853	95954	96011	96073

95820	95860	95957	96013	96074
95821	95864	95958	96016	96075
95822	95865	95961	96017	96076
95823	95866	95962	96019	96078
95824	95901	95965	96021	96079
95825	95903	95966	96022	96080
95826	95914	95967	96028	96084
95827	95916	95968	96029	96087
95828	95917	95969	96033	96088
95829	95918	95972	96035	96089
95830	95919	95973	96040	96090
95831	95922	95974	96047	96092
95832	95925	95977	96049	96095
95833	95926	95978	96051	96096
95834	95927	95981	96055	96099
95835	95928	95982	96056	96140
95836	95930	95991	96059	96141
95837	95935	95992	96061	96143
95838	95938	95993	96062	96145
95841	95940	96001	96063	96146
95842	95941	96002	96065	96148
95843	95942	96003	96069	95694
95851	95948	96007	96070	95696
94503	94510	94512	94533	94534
94535	94565	94571	94535	94565
94590	94591	94592	95618	95620
95625	95687	95688	94585	

**ATTACHMENT C
CRAFT REQUEST FORM
SITES RESERVOIR PLA**

TO THE CONTRACTOR: Please complete and submit this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Union to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The Project Labor Agreement for the Sites Reservoir Project establishes goals for the hiring, training, and retention of Local Area Workers, which are consistent with those established under the Construction Workforce Policy (Attachment E). To meet those goals, priority dispatch will be provided to qualified Local Area Workers residing in the counties designated by Attachment E as Tier 1, or equivalent, as reflected on the list of U.S. Postal Service zip codes as follows, as well as Veterans and MC3 Graduates, regardless of where they reside, and then to those residents in Tier 2, or equivalent, as follows. For Dispatch purposes, employees residing within either of these two (2) areas, as well as Veterans and MC3 Graduates, regardless of where they reside, shall be referred to as Local Residents.

TIER 1

THE ZIP CODES WITHIN Colusa, Glenn, and Yolo counties

95605	95612	95618	95645	95691	95697	95798	95913	95932	95943	95955	95979
95606	95616	95627	95653	95694	95698	95799	95920	95937	95950	95963	95987
95607	95617	95637	95679	95695	95776	95912	95931	95939	95951	95970	95988

TIER 2

THE ZIP CODES within Butte, Placer, Sacramento, Shasta, Solano, Sutter, Tehama, and Yuba counties

94203	94249	94283	94571	95639	95688	95813	95836	95927	95977	96040	96088
94204	94250	94284	94590	95641	95690	95814	95837	95928	95978	96047	96089
94205	94252	94285	94591	95648	95692	95815	95838	95930	95981	96049	96090
94206	94253	94286	94592	95650	95693	95816	95841	95935	95982	96051	96092
94207	94254	94287	95602	95652	95694	95817	95842	95938	95991	96055	96095
94208	94256	94288	95603	95655	95696	95818	95843	95940	95992	96056	96096
94209	94257	94289	95604	95658	95701	95819	95851	95941	95993	96059	96099
94211	94258	94290	95608	95659	95703	95820	95852	95942	96001	96061	96140
94229	94259	94291	95609	95660	95713	95821	95853	95948	96002	96062	96141
94230	94261	94293	95610	95661	95714	95822	95860	95953	96003	96063	96143
94232	94262	94294	95611	95662	95715	95823	95864	95954	96007	96065	96145
94234	94263	94295	95615	95663	95717	95824	95865	95957	96008	96069	96146
94235	94267	94296	95618	95668	95722	95825	95866	95958	96011	96070	96148
94236	94268	94297	95620	95670	95736	95826	95901	95961	96013	96071	94585
94237	94269	94298	95621	95673	95741	95827	95903	95962	96016	96073	
94239	94271	94299	95624	95674	95742	95828	95914	95965	96017	96074	
94240	94273	94503	95625	95676	95746	95829	95916	95966	96019	96075	
94243	94274	94510	95626	95677	95747	95830	95917	95967	96021	96076	
94244	94277	94512	95628	95678	95758	95831	95918	95968	96022	96078	
94245	94278	94533	95630	95680	95759	95832	95919	95969	96028	96079	
94246	94279	94534	95631	95681	95763	95833	95922	95972	96029	96080	
94247	94280	94535	95632	95683	95765	95834	95925	95973	96033	96084	
94248	94282	94565	95638	95687	95812	95835	95926	95974	96035	96087	

TO THE UNION: Please complete the "Union Use Only" section on the next page and return this form to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ Date: _____ Contact Phone: () _____
 From: Company: _____ Issued By: _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a:		(check all that apply)
JOURNEYPERSON	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D
APPROVED DRUG AND ALCOHOL TESTING POLICY
(revised Dec. 2019)

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this Agreement and this policy, Attachment D – Drug and Alcohol Testing Policy, hereafter “Policy.”

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor’s job premises or while working on any jobsite in connection with work performed under the Agreement.
2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.
3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the Agreement and subject to the grievance procedure.
4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug and alcohol testing:
 - a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No

employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

- b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.
- c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
- d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.
- e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of their specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.
- f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee their employment on the project.
- g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:

- 1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to themselves or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.
 - 2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.
 - 3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing their job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.
- h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the Applicable Prevailing Wage Laws. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:
- a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
 - b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;
 - c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
 - d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.
 - e. Only two (2) periodic tests may be performed in a twelve (12)-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.
8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the Agreement.
9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.
10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.
11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.
14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6 Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone ⁶	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

⁶ Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

**MEMORANDUM OF UNDERSTANDING REGARDING
"QUICK" DRUG SCREENING TESTS**

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the "quick" screen test.

ATTACHMENT E
SITES PROJECT AUTHORITY CONSTRUCTION WORKFORCE POLICY